



INVITATION TO BID

**FOR THE
CONSTRUCTION OF**

Shakerag Park Wildlife Viewing Deck

BID NUMBER

16-151-3

**Release of Bid:
April 25, 2016**

**Pre-bid Conference
May 9, 2016 @ 2:00PM**

**Deadline for Questions
May 10, 2016 @ 5:00 PM**

**Bid Due Date
May 31, 2016 @ 2:00PM**

**Questions must be directed to:
City of Johns Creek, Purchasing Manager, John T. Henderson,
via e-mail to:
john.henderson@johnscreekga.gov**

Table of Contents

Topic	Page
INVITATION TO BID	Error! Bookmark not defined.Error! Bookmark not defined.
BID FORM	4
BIDDING INSTRUCTIONS	6
INSURANCE REQUIREMENTS	7
QUALIFICATIONS SIGNATURE AND CERTIFICATION	8
EXHIBIT A	9
EXHIBIT B	11
EXHIBIT C	12
EXHIBIT D	Error! Bookmark not defined.Error! Bookmark not defined.

CITY OF JOHNS CREEK

ITB #16-151-3

SHAKERAG PARK WILDLIFE VIEWING DECK

The City of Johns Creek is accepting *informal* Invitations to Bid (ITB) from qualified construction firms for the Shakerag Park Wildlife Viewing Deck Project. ITB's will be received no later than **2:00PM. on May 31, 2016** in the City of Johns Creek Purchasing Office, 12000 Findley Rd., Suite-400, Johns Creek, Georgia, 30097. ITB's received after the above time or in any other location other than the Purchasing Office **will not** be accepted. A Pre-Bid Conference will be held on **May 9, 2016, at 2:00 PM** at the Shakerag Park at 10945 Rogers Circle.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. This project is funded by a Community Development Block Grant and all federal guidelines will be strictly enforced.

ITB packages are available on the City of Johns Creek website (www.johnscreekga.gov) . Additional information may be obtained by contacting the Purchasing Office at (678) 512-3233. ITB's may be **accepted by fax or email**. All offerors must comply with all general and special requirements of the ITB information and instructions enclosed herein.

The City of Johns Creek reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Johns Creek.

BID FORM

**TO: PURCHASING MANAGER
CITY OF JOHNS CREEK
JOHNS CREEK, GEORGIA 30097**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Johns Creek, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

SHAKERAG PARK WILDLIFE VIEWING DECK

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Johns Creek in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. City Bid Schedule,
2. Applicable Compliance Specifications Sheets, and
3. Applicable Addenda Acknowledgement, Page 6.

BIDDING REQUIREMENTS

GDOT Specification – Section 102-Bidding Requirements and Conditions will be followed for this bid package.

Interested parties shall submit their completed bid by the date and time designated on the cover sheet to the City of Johns Creek Purchasing Office. Any bids received after the deadline will be returned to the bidder. It is understood and agreed that this bid shall be valid and held open for a period of thirty (30) days from bid opening date.

The following items will be included in the bid response package.

1. Completed BID TAB Sheet
2. Certificate of Insurance
3. E-verify/SAVE Affidavit
4. The bidder shall provide project references to verify experience completing projects of similar scope.

Omission of any of the above items may disqualify the bidder from competition.

BID SCHEDULE:

Release of Bid	4/25/16
Pre-bid Conference	5/09/16 @2:00PM @ location
Deadline for Questions	5/10/16 @ 5:00 PM
Response to Questions	5/12/16
Bid Due Date:	5/31/16 @ 2:00pm
Anticipated Notice to Proceed	6/15/16
Project Completion Date	9/31/16

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - (b) Blanket Contractual Liability
 - (c) Blanket "X", "C", and "U"
 - (d) Products/Completed Operations Insurance
 - (e) Broad Form Property Damage
 - (f) Personal Injury Coverage
3. Automobile Liability
 - (a) \$1,000,000 limit of liability
 - (b) Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
 - (a) \$1,000,000 limit of liability
 - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2, and 3 above
5. The City of Johns Creek, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Johns Creek and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Johns Creek, Georgia, 12000 Findley Rd, Suite 400, Johns Creek, Georgia 30097.

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

_____(Seal)
(Signature)

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: _____

The City of Johns Creek requires minimum of 51% participation by the prime Contractor on all projects.

EXHIBIT A

BID SPECIFICATIONS

Construction of Wildlife Viewing Deck At Shakerag Park

The City of Johns Creek Recreation and Parks Division is seeking competitive bids for the construction of a wildlife viewing deck (Deck hereafter) adjacent to the lake at Shakerag Park. The project will consist of design and construction of a wildlife viewing deck.

- The deck will be approximately 30 feet by 40 feet.
- All construction material will be pressure treated #1 grade yellow pine or composite material (i.e Trex).
- Hand railings and perimeter seating around the deck will be pressure treated #1 grade yellow pine.
- All decking material will be a composite material (i.e Trex)
- The support posts will be 6" x 6" pressure treated material.
- Concrete deck footings will be installed with a concrete anchor and post base connectors.
 - Concrete will be rated to 3000 psi.
- All connection bolts will be galvanized steel.
 - All usage of bolts will require washers.
 - All exposed metal parts must be waterproofed accordingly.
- Elevation of the deck will be determined in the field
- Colors will be determined by the owner at a later date
- The deck will be accessed from the existing nature trail—a concrete sidewalk will be poured at a later date

The design of the viewing deck will meet all ADA requirements.

This is a Community Development Block Grant (CDBG) funded project. All invoice submittals must be accompanied by the required Davis-Bacon Act payment forms.

Shakerag Park is located at 10945 Rogers Circle, Johns Creek, Georgia 30097. The park is located behind the City of Johns Creek Firestation #62 and River Trails Middle School. (See map on following page)

All contractors must provide up to three references of previous construction related projects, preferably in the State of Georgia, a list of employees and experience level, resume of the Project Manager and a list of specialty consultants/contractors to complete the project.

This proposal is classified as a Design/Build Project in order to capitalize on the current innovative project design and best management practices in the industry.

The awarded contractor will be required to obtain all necessary permits required by the State of Georgia and City of Johns Creek.

All submissions should be accompanied by a sketch plan along with a lump sum price.

The winning bidder must submit engineered stamped plans of the Deck with their permit application to the City.

Estimated Time Line:

Bids released/advertised:	April 25, 2016
Pre-Bid Conference:	May 9, 2016 at 2:00pm on location
Bids Due to City:	May 31, 2016
Pre-Construction Meeting:	June 15, 2016
Expected Completion Date:	August 31, 2016

All questions should be addressed to the City Purchasing Manager, John Henderson, at 678-512-3200.

EXHIBIT B

BID SCHEDULE

1. Wildlife viewing deck-30' x 40' \$ _____

EXHIBIT C

IMMIGRATION AND SECURITY FORM CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to main records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time of the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201____

Notary Public
My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Affidavit Verifying Lawful Presence Within the United States

I, (print name) _____, swear or affirm under penalty of perjury that (*check one*):

- ☐ I am a United States citizen or legal permanent resident 18 years of age or older;
or
- ☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

Alien Registration Number: _____

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Print Name of Applicant

Position Title (if applicable)

Signature of Applicant

Date

Subscribed and sworn to before me on

this the _____ day of , 20____.

(Clerk/Notary Public)

My commission expires: _____

EXHIBIT D

CDBG GRANT CONTRACT REQUIREMENTS

Section 3 Clause of the Urban Development Act of 1968

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.S.C. 1701u. Section 3 requires that to the greatest extent feasibly opportunities for training and employment be given lower income residents of the project areas and contracts for work in connection with the project to be awarded to business which are located in, or owned in substantial part by persons residing in the area of project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargain agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every sub-contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of HUD, 24CFR Part 135. The Contractor will not sub-contract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24CFR Part 135 and will not let any sub-contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section3, the regulations set forth in the 24CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24CFR Part 135.

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed or remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Program, U. S. Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer Identification Number” means the Federal Social Security Number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. “Minority” includes:
 - i. Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any sub-contractor at any tier, subcontract a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
3. If the Contractor is participating (pursuant to 41CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or sub-contractor participating in a approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered Contractor’s or sub-contractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship

and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and sub-contractors with whom the Contractor does or anticipates doing business.
- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacations employment of minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to see or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of those specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply; however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor; however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- 11. The Contractor shall not enter into any sub-contract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancelation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations, or these specifications, the Director shall proceed in accordance with 41CFR 60-4S.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Notice of Requirement for Affirmative Action to Equal Employment Opportunity

(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetable</u>	<u>Goals for minority participation</u>	<u>Goals for female participation</u>
Until further notice	(insert goal)*	6.9%

These goals are applicable to each non-exempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or non-Federal related project, contract or sub-contract.

The Contractor's compliance with the Executive Order and the regulations in 41CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the economic area in which the contract will be performed, giving the City, SMSA or non-SMSA designation, and a list of the counties included in the economic area)*.

*Note: See the following Federal Register, Vol. 44, No. 175 dated 9-7-79, for the appropriate goals arranged by economic area. The goal for female participation is 6.9% statewide.

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Certification of Non-segregated Facilities

By the submission of this bid, the bidder, offeror, applicant or sub-contractor certifies the s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and the s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or sub-contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provide for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed sub-contractors for specific time periods) s/he will obtain identical certification from proposed sub-contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed sub-contractors (except where proposed sub-contractors have submitted identical certifications for specific time periods).

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Federal Labor Standards Provision Georgia Community Development Block Grant

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the U. S. Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii (a) The contracting officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) if the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every

additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where applicable), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the U. S. Housing Act of 1937 or under the Housing Act of 1949) in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor,

disburse such amounts withheld for and on account of the Contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis Bacon Act contracts.

- 3. Payrolls and basic records.** (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the U.S. Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rate of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program (approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29CFR Part 5.5(a)(3)(1). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C., 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or sub-contractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the period contains the information required to be maintained under 29CFR 5.5(a)(3)(1) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A.3 (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or sub-contractor shall make the records required under paragraph A.3(l) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or sub-contractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. **(i) Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the Contractor’s or sub-contractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- 5. Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated herein by reference in this contract.
- 6. Subcontracts.** The Contractor or sub-contractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any

lower tier subcontract. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract termination debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.
8. **Compliance with Davis Bacon and Related Act Requirements.** All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of a labor standards provision of this contract shall be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub-contractors) and HUD or its designees, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of Eligibility (i).** By entering into this contract, the Contractor certifies that neither it (nor s/he) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be sub-contracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any sub-contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his/her employer.
- B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements:** No Contractor or sub-contractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or any such laborer or mechanic in any workweek in which s/he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation:** Liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in sub-paragraph (1) of this paragraph, the Contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in sub-paragraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages:** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld; from any money payable on account of work performed by the Contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in sub-paragraph (2) of this paragraph.
- (4) Subcontracts:** The Contractor or sub-contractor shall insert in any subcontracts the clauses set in paragraph (1) through (4) of this paragraph and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in sub-paragraphs (1) through (4) of this paragraph.

(C) Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each sub-contractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct a means of enforcing such provisions.

CDBG GRANT CONTRACT REQUIREMENTS-cont.

**ACCEPTABLE ALTERNATE WORK SHEET FOR CONTRACTOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER-TIER PARTICIPANT) FOR HUD PROGRAMS.**

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions pursuant to 24 Code of Federal Regulations, Part 24.510 (b)

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with the person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
5. It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor Name: _____ Date: _____
Title: _____ Address: _____
City: _____ State: _____ Zip: _____

NON-CERTIFICATION:

As the perspective lower-tier participant, I am unable to certify to statements in the Certification as explained in the attachment to this proposal.

Contractor Name: _____ Date: _____
Title: _____ Address: _____
City: _____ State: _____ Zip: _____

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18U.S.C. 1001

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Compliance with Clean Air and Water Acts

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the regulations of the Environment Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

1. The Contractor shall require of sub-contractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. The Contractor will provide prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The contract will include or cause to be included the criteria and requirements to paragraph (1) through (4) of this section in every nonexempt subcontract and take such action as the Government will direct as a means of enforcing such provisions.

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Performance, Payment, and Bid Bonds

Contract Performance and Payment Bonds issued in the full amount of the contract are required by Federal procurement rules if the contract is for \$20,000 or more. Note that state law requirement is \$40,000 for Performance, Payment and Bid Bonds,

A Bid Bond or other security is required by Federal rules whenever the contract is for \$100,000 or more.

Generally these bonds must be issued by a surety company satisfactory to the local government, qualified to do business in Georgia, and in a format meeting the Federal and State legal requirements. The bonding company must also appear on the “List of Acceptable Sureties” published annually by the U.S. Department of the Treasury.

DCA recommends that CDBG recipients be sure to assign responsibility for reviewing construction bonds. This job may be given to the local attorney, the grant administrator, or the project architect/engineer. Specific duties include verification that the agent is licensed by the state and authorized by the bonding company and verification through the Insurance Commissioner that the company is financially sound and licensed in Georgia. The actual bond should also be reviewed and verified as being valid.

NOT APPLICABLE TO THIS SOLICITATION

CDBG GRANT CONTRACT REQUIREMENTS-cont.

**Georgia Department of Community Affairs
CDBG Stimulus Program
Contractor's and Supplier's "Buy American" Certification and Affidavit**

RECIPIENT: _____

CDBG STIMULUS AWARD # _____

CONTRACTOR/SUPPLIER: _____

Being first duly sworn, _____ (the "Affiant"), in order to induce Recipient to enter into all necessary contracts and agreements with Contractor/Supplier to perform work or provide supplies or services to be paid in part with funds from the Georgia Department of Community Affairs ("DCA") CDBG Stimulus Award # _____ hereby certifies as follows:

1. Affiant is the CEO/President of Contractor/Supplier, and Affiant is duly authorized to make this Affidavit for the above purposes.
2. Contractor/Supplier has been properly formed and is validly existing under Georgia law and has the power and authority to enter into contracts and receive money from Recipient, and execute and deliver any required CDBG Stimulus contracts, contracts for services, purchase agreements and other contract documents (collectively the "CDBG Stimulus Documents"). All actions necessary to authorize the execution and delivery of the CDBG Stimulus Documents have been taken, and the CDBG Stimulus Documents have been properly executed and delivered to Recipient, and the persons who signed the CDBG Stimulus Documents are duly elected or authorized officers of Contractor/Supplier and serve in the offices indicated by their signatures.
3. Identification of American-made iron, steel, and manufactured goods: consistent with the terms of the Recipient's bid solicitation and the provisions of Section 1605 of the Recovery Act, the Affiant certifies that this bid reflects the Affiant's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component in the bid solicitation where such American-made components are available and consistent with deadlines prescribed in or required by the bid solicitation.
4. Verification of U.S. Production: The Affiant certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Affiant agrees that it will provide reasonable, sufficient, and timely verification to the Recipient of the U.S. production of each component so identified.
5. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Affiant certifies that for any component or components that are not American-made and are so identified in this bid, the Affiant has included in or attached to this bid one or both of the following, as applicable:

- a. Identification of and citation to a categorical exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verification documentation sufficient to the Recipient, as required in the bid solicitation or otherwise, that the Affiant has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Affiant under applicable conditions stated in the bid solicitation or otherwise.
6. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Affiant certifies that for any such component or components that are not so available, the Affiant has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the Affiant's efforts to secure any such American-made component or components, that the Affiant believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under Section 1605 with respect to such component or components. The Affiant further agrees that, if this bid is accepted, it will assist the Recipient in amending, supplementing or further supporting such information as required by the Recipient to request and, as applicable, implement the terms of an exception with respect to any such component or components.
7. Affiant hereby states that the foregoing statements are true and correct to the best of Affiant's personal knowledge after a reasonable investigation of the matters.

Sworn to and subscribed

Before me _____, 20__

Signature of Affiant

Typed or printed name and title of Affiant

Notary Public

CDBG GRANT CONTRACT REQUIREMENTS-cont.

Drug Free Workplace Certification

The undersigned certifies that the provisions of Code Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated (O.C.G.A.) relating to the Drug Free Workplace Act have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the contract, and
2. Each Contractor who hires a sub-contractor to work in a drug free workplace shall secure from that Contractor the following written certification:

As part of the subcontracting agreement with _____ this company certifies to the Contractor that a drug free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3.

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

Authorized Signature: _____

Name Printed: _____

Name of Company: _____

Date: _____

EXHIBIT D

MAP